

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

MARIA RODRIGUEZ,

Plaintiff,

v.

GFS MARKETPLACE, LLC, d.b.a.
GORDON FOOD SERVICE

Serve at: CSC- Lawyers Incorporating
Service Company
221 Bolivar Street
Jefferson City, MO 65101

Defendant.

Cause No. 4: 17-cv-1806

Personal Injury – Premises

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW plaintiff Maria Rodriguez, by and through her undersigned attorney, and for her cause of action against defendant GFS Marketplace, LLC, d.b.a Gordon Food Service, states as follows to the Court:

GENERAL ALLEGATIONS

1. That at all times herein mentioned plaintiff Maria Rodriguez (“Maria”) was a lawful resident of the State of Missouri.
2. To the best of Plaintiff’s knowledge and belief, Defendant GFS Marketplace, LLC, d.b.a. Gordon Food Service, (“Defendant GFS Marketplace LLC”) operates the Gordon Food Service grocery store by and through its agents, servants and employees at 3200 Laclede Station Road, Maplewood, MO 63143.

3. To the best of Plaintiff's knowledge and belief, Defendant GFS Marketplace, LLC, is organized under the laws of the State of Delaware, and registered as a Foreign Limited Liability Company by the State of Missouri.

4. To the best of Plaintiff's knowledge and belief, Defendant GFS Marketplace, LLC, can be served through its registered agent CSC – Lawyers Incorporating Service Company, located at 221 Bolivar Street, Jefferson City, MO 65101.

5. That at all times herein mentioned, Defendant GFS Marketplace, LLC, acted by and through their agents, servants, and employees, who acted within the scope and course of their agency and employment.

6. That on or about May 17, 2014, Defendant GFS Marketplace, LLC extended an open invitation to the public generally for the purpose of entering the grocery store located at 3200 Laclede Station Road, Maplewood, MO 63143, and sought to obtain a material benefit from the visitors.

7. That on or about May 17, 2014, Maria entered the Defendant GFS Marketplace, LLC's grocery store located at 3200 Laclede Station Road, Maplewood, MO 63143, for the purpose of obtaining groceries.

8. That on or about May 17, 2014, while Maria was on the premises of the Defendant GFS Marketplace, LLC grocery store located at 3200 Laclede Station Road, Maplewood, MO 63143, she was an invitee.

9. That on or about May 17, 2014, while Maria was on the premises of the Defendant GFS Marketplace, LLC, grocery store located at 3200 Laclede Station Road, Maplewood, MO 63143, Maria was walking down the aisle when her leg was sliced open by an exposed piece of metal on a broken table, causing her leg to be cut and her to fall.

10. The exposed piece of metal represented a dangerous condition existing on the premises of the Defendant GFS Marketplace, LLC's grocery store located at 3200 Laclede Station Road, Maplewood, MO 63143.

11. The exposed piece of metal represented an unreasonable risk to Maria and members of the public on the premises of the Defendant GFS Marketplace, LLC's grocery store located at 3200 Laclede Station Road, Maplewood, MO 63143.

12. Maria was caused to fall as a direct and proximate result of the aforesaid dangerous condition.

13. Venue is proper here pursuant to 28 U.S. Code §1332.

14. Plaintiff Maria's claim for damages against Defendant GFS Market Place, LLC, exceeds Twenty-Five Thousand Dollars (\$75,000.00), and thus jurisdiction is in the Circuit Court.

COUNT I - NEGLIGENCE

15. Plaintiff reincorporates and re-alleges paragraphs 1 through 14 above as if fully set forth herein.

16. That the aforesaid condition existed for a sufficient period that Defendant GFS Marketplace, LLC knew, or in the exercise of ordinary care could and should have known, thereof in time thereafter to have taken action to avoid Maria's injuries, but the Defendant GFS Marketplace, LLC negligently and carelessly failed and omitted to do so.

17. That the aforesaid occurrence and the resulting injuries and damages sustained by plaintiff were directly and proximately caused by the negligence and carelessness of the Defendant GFS Marketplace, LLC, its agents, servants, and employees, in the operation, maintenance, and supervision of their property in the following respects, to-wit:

- a) Defendant GFS Marketplace, LLC, negligently and carelessly placed a small table with boxes and tins placed on top of same, containing a broken corner with an exposed piece of pointed metal, in an aisle designed for customers, and failed and omitted to remove, remedy, or correct the aforesaid dangerous and defective condition.
- b) Defendant GFS Marketplace, LLC, negligently and carelessly failed and omitted to warn plaintiff and others of the presence of the aforesaid dangerous and defective condition.
- c) Defendant GFS Marketplace, LLC, negligently and carelessly failed and omitted to barricade the aforesaid dangerous and defective condition to prevent plaintiff and others from encountering the same.
- d) Defendant GFS Marketplace, LLC, failed to maintain their premises in such a manner as not to create an unreasonable risk of harm to others when they allowed the broken table with the knife edge to be used in a customer aisle.
- e) Defendant GFS Marketplace, LLC, knew that the broken table with the knife edge they placed in the aisle was inherently dangerous and/or defective, and placing additional boxes on top of the table further concealed the danger to the public.
- f) Defendant GFS Marketplace, LLC, negligently placed the broken table with the knife edge near other items for sale, distracting passersby's, including plaintiff.

18. That as a direct result of the aforesaid occurrence, plaintiff injured her right leg, arm/hand, back, neck, spine, head, waist, and tailbone; plaintiff suffered, and will ever suffer in

the future, severe pain and mental anguish as a result thereof; and the use, movement, and function of the aforesaid injured parts have been severely and permanently impaired and diminished.

19. That as a further direct result of the aforesaid occurrence and the resulting injuries sustained by plaintiff, plaintiff has been caused to undergo certain reasonable and necessary hospital and medical care and treatment for which plaintiff has been caused to incur or become indebted for and will be caused to undergo further such care and treatment in the future and to incur or become indebted for further such large sums therefor.

20. That as a further direct result of the aforesaid occurrence and the resulting injuries and damages sustained by plaintiff, plaintiff's ability to work and to labor and to enjoy the ordinary pursuits of life have been seriously and permanently impaired and diminished.

WHEREFORE, plaintiff Maria Rodriguez states that she has been damaged, for which damage she prays judgment against the Defendant GFS Marketplace, LLC, in such sum as may be fair and reasonable in the premises, but in excess of Twenty-Five Thousand Dollars (\$25,000.00), together with pre-judgment interest, her costs in this behalf expended, and for such other and further orders and this court deems just and proper under the circumstances.

COUNT II - PUNITIVE DAMAGES

21. Plaintiff restates and reallleges all of the paragraphs above herein.

22. Defendant could clearly see that this table was extremely dangerous and defective when it was put in place, as the damage is not a type that happens suddenly, nor is the damage contained to one corner of the table.

23. In addition to Defendant placing the table in a customer aisle where children and customers walk, they further concealed the dangerous condition by placing a large box over the table with additional goods offered for sale.

24. Defendant knew that this dangerous condition resulted in the high probability of injury to residents and/or those invited on the premises.

25. Despite having knowledge that conditions existed on the premises with a high probability of causing serious injury, Defendant did nothing to remedy the conditions, despite having a duty to do so.

26. The conduct of Defendant as described above was willful and wanton conduct and in reckless disregard for the rights of their visitors.

27. The conduct described above was intentional conduct done without just cause or excuse, other than an attempt to save money at the expense of the physical wellbeing of their customers.

28. The above conduct is such conduct deserving of punishment so that it does not occur again. It is also conduct which should be deterred as to this particular defendant, but also as to others in the rental business who would be deterred from hearing of a large punitive damage award.

WHEREFORE, plaintiff, Maria Rodriguez, prays this Court for punitive damages against defendant GFS Marketplace, LLC., in a sum that will serve to punish the above-stated conduct and deter defendant.

Respectfully submitted,

THE DIXON INJURY FIRM

By /s/ Christopher R. Dixon

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